

Counterparts - Bartman

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OF COUNSEL
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RECORDATION NO. 8916-K
FEB 19 '98 2-30PM
FILED

FEB 19 2 29 PM '98

RECEIVED
SURFACE TRANSPORTATION BOARD

February 19, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of an Amendment to Mortgage and Security Agreement, dated as of February 3, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Mortgage and Security Agreement, dated as of July 28, 1994, which was previously filed with the Commission under Recordation Number 18916.

The names and addresses of the parties to the enclosed document are:

Debtors:	Greenbrier Leasing Corporation Greenbrier Railcar, Inc. One Centerpointe Drive, Suite 200 Lake Oswego, Oregon 97035
Secured Party:	The Prudential Insurance Company of America Four Gateway Center 100 Mulberry Street Newark, New Jersey 07102

No additional equipment nor railcar leases are involved with this filing.

Mr. Vernon A. Williams
February 19, 1998
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Also enclosed is a check in the amount of \$24.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. Alvord', written in black ink.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord and Alvord
913 Sixteenth Street, NW, Ste. 200
Washington, DC., 20006-2973

DATE: 2/19/98

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3 (c), on 2/19/98 at 2:30PM, and
assigned recordation number(s). 18916-K.

Sincerely Yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 24.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature 

AMENDMENT
TO
MORTGAGE AND SECURITY AGREEMENT

RECORDATION NO. 18916-K
FILED
FEB 19 '98
2-30PM

THIS AMENDMENT is dated as of February 3, 1998, to the Mortgage and Security Agreement dated as of July 28, 1994, and filed at the Surface Transportation Board (formerly the Interstate Commerce Commission) under Recordation Number 18916 on July 28, 1994 as the same may have been supplemented from time to time (the "Security Agreement"), among GREENBRIER LEASING CORPORATION (together with its successors, the "Company"), GREENBRIER RAILCAR, INC. (together with its successors, "Railcar") (the Company and Railcar each a "Borrower" are sometimes collectively referred to herein as the "Borrowers") and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Security Agent for the holders of the Notes (as defined in the Security Agreement (the "Security Agent")).

W I T N E S S E T H:

WHEREAS, capitalized terms uses herein shall have the respective meanings set forth or referred to in Article I of the Security Agreement.

WHEREAS, Borrowers and Security Agent wish to amend the Granting Clause of the Security Agreement.

NOW THEREFORE, Borrowers and Security Agent hereby agree to the following:

1. The Granting Clause of the Security Agreement is hereby amended by deleting "whether now or hereafter acquired."
2. All other terms and conditions of the Security Agreement not specifically amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective corporate officers as of the date and year first above written, and acknowledge that this Agreement has been made and delivered in the City of New York.

GREENBRIER LEASING CORPORATION

By: Norris M. Webb
Name: Norris M. Webb
Title: Executive Vice President

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, As Security Agent

By: [Signature]
Name: [Signature]
Title: [Signature]

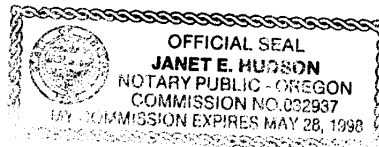
GREENBRIER RAILCAR, INC.

By: Norris M. Webb
Name: Norris M. Webb
Title: Vice President

STATE OF OREGON)
) ss.
County of Clackamas)

On this 11th day of February, 1998, before me personally appeared Norriss M. Webb to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Greenbrier Leasing Corporation that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

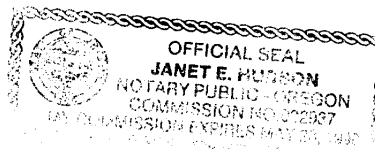
Janet E. Hudson
Notary Public for Oregon
My commission expires: 5/28/98



STATE OF OREGON)
) ss.
County of Clackamas)

On this 11th day of February, 1998, before me personally appeared Norriss M. Webb to me personally known, who being by me duly sworn, says that he is the Vice President of Greenbrier Railcar, Inc. that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Janet E. Hudson
Notary Public for Oregon
My commission expires 5/28/98



STATE OF California)
County of San Francisco) ss.

On this 9th day of February, 1998, before me personally appeared J. Alouf to me personally known, who being by me duly sworn, says that he is the _____ of _____ that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.



Gayla Lacatena
Notary Public for
My commission expires